



Atty. Dkt. No. 033246-0178

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Vladimir B. BRIK
Title: APPARATUS INTEGRATED
WITH CERAMIC BUSHING
FOR MANUFACTURING
MINERAL/BASALT FIBERS

Appl. No.: 09/685,204

Filing Date: 10/10/2000

Patent No. 6,647,747

Issue Date: 11/18/2003

Examiner: Hoffman, John M.

Art Unit: 1731

Confirmation 4322
Number:

USPTO
RECEIPTS ACCOUNTING
DIVISION
2011 MAY 19 PM 3:42

**PETITION FOR REVIVAL OF ABANDONED PATENT ON THE GROUNDS OF
UNAVOIDABLE DELAY UNDER 37 C.F.R. § 1.137(a)**

05/20/2011 09:13:51 00000039 6647747

01 FC:1599

2430.00 OP

Mail Stop Petition
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

The above-identified application became abandoned for failure to pay the maintenance fee by November 18, 2007.

APPLICANT HEREBY PETITIONS FOR REVIVAL OF THIS APPLICATION

NOTE: A grantable petition requires the following items:

- (1) The required maintenance fee set forth in § 1.20 (e)-(g);
- (2) The surcharge set forth in § 1.20(i)(1); and
- (3) A showing that the delay was unavoidable since reasonable care was taken to ensure that the maintenance fee would be paid timely and that the petition was filed

promptly after the patentee was notified of, or otherwise became aware of, the expiration of the patent.

- (1) The required maintenance fee set forth in § 1.20 (e)-(g).

We submit herewith the Maintenance Fee under § 1.20(e) due November 18, 2007 in the amount of \$490, together with the \$65 surcharge under § 1.20(h). Also submitted is the Maintenance Fee under § 1.20(f) due May 18, 2011 in the amount of \$1240.

- (2) The surcharge set forth in § 1.20(i)(1).

The surcharge in the amount of \$700 set forth in § 1.20(i)(1) is submitted herewith.

- (3) A showing that the delay was unavoidable since reasonable care was taken to ensure that the maintenance fee would be paid timely and that the petition was filed promptly after the patentee was notified of, or otherwise became aware of, the expiration of the patent.

STATEMENT

The Assignee acquired U.S. Patent No. 6,647,747 (The Patent) based on a contract dated October 29, 2007, with the assignment recorded in the USPTO on February 5, 2008. See the attached **Declaration of Vladimir B. BRIK**. The Chairman of the Board (CoB) and majority stockholder for the assignee, Fridtjof Botvid Falck, represented the assignee in this acquisition of The Patent. Mr. Fridtjof Botvid Falck ordered that payment was to be scheduled on the assignee calendar maintained on its server. This order of the CoB to a subordinate was not carried out. See the **Declaration of Mr. Fridtjof Botvid Falck, CoB** and majority shareholder for the assignee.


The assignee first learned that U.S. Patent No. 6,647,747 had expired for a failure to pay a maintenance fee in early 2010, after a review of the intellectual property of the assignee and a name change of the assignee and immediately requested that the patent maintenance fee be paid and the patent reinstated. See the **Declaration of Per Cato Standal**, Chief Executive Officer of ReforceTech, the assignee.

In view of the foregoing, Applicant requests the PTO to withdraw the holding of abandonment of this application.

The Director is hereby authorized to charge any maintenance fee, surcharge or petition fee deficiency to Deposit Account No. 19-0741.

Respectfully submitted,

Date 5/18/11

By 

FOLEY & LARDNER LLP
Customer Number: 22428
Telephone: (202) 672-5485
Facsimile: (202) 672-5399

William T. Ellis
Attorney for Applicant
Registration No. 26,874



Atty. Dkt. No. 033246-0178

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Vladimir B. BRIK
Title: Multifunctional Apparatus for
Manufacturing Mineral/basalt
fiber
Appl. No.: 09/685,204
Filing Date: 10/10/2000
Patent No. 6,647,747
Issue Date: 11/18/2003
Examiner: Hoffman, John M.
Art Unit: 1731
Confirmation Number: 4322

Declaration

Dr. Vladimir Brik hereby declare:

I invented US Patent 6,647,747 B1 (The Patent) which is a multifunctional apparatus for manufacturing mineral basalt fibers.

29th October 2007 The Patent was assigned to Blackbull AS(BB) as part of a cooperation to manufacture basalt fiber with new technology. All rights and responsibility to pay maintenance fees were transferred to BB according to attachment A.

I hereby declare that all statements made herein, unless otherwise indicated, are of my own knowledge and are true, and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements can jeopardize the validity of any patent issuing from the captioned application or claiming the benefit of its priority.

V. Brik
Dr. Vladimir Brik
30. April.2011, Rapid City, SD, USA

May 09/2011.
Date



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Vladimir B. BRIK
Title: APPARATUS INTEGRATED
WITH CERAMIC BUSHING
FOR MANUFACTURING
MINERAL/BASALT FIBERS
Appl. No.: 09/685,204
Filing Date: 10/10/2000
Patent No. 6,647,747
Issue Date: 11/18/2003
Examiner: Hoffman, John M.
Art Unit: 1731
Confirmation 4322
Number:

Declaration

ReforceTech AS, org. Nr.: 957 577 067 hereby declare:

Blackbull AS(BB) is a Norwegian company that invented basalt fiber reinforced polymer(BFRP) solutions for concrete. In 2007 BB decided to acquire a patent for new technology for manufacturing basalt fiber. This was part of the strategy to expand the value chain to also include manufacturing of basalt fiber. Chairman of the Board (CoB) and also Majority Shareholder, Fridtjof Falck (Norwegian), represented BB on the 29th October 2007 to negotiate ownership of US Patent 6,647,747 B1 (The Patent) invented by Dr. Vladimir Brik. The negotiation was initially with Pentagon Holding AS(PH) because PH had the rights to The Patent.

As a result of the negotiation The Patent was transferred from Dr. Brik to BB according to the contract in attachment A.

As part of a restructuring process of BB the company changed name to ReforceTech AS (RFT) (it has the same majority shareholder) in 2008. In the process of mapping RFTs Intellectual property, the management of RFT recently learned that US Patent 6,647,747 B1

has expired due to failure of paying maintenance fee of 490,- USD. RFT has not been aware of this and have tracked down the events that led to current situation. Please see attachment A.

I hereby declare that all statements made herein, unless otherwise indicated, are of my own knowledge and are true, and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements can jeopardize the validity of any patent issuing from the captioned application or claiming the benefit of its priority.

Per Cato Standal
Per Cato Standal
CEO, ReforceTech
Meierisvingen 2, NO-1383 Asker, Norway
30. April.2011, Asker, Norway

2011.04.28
DATE



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Vladimir B. BRIK
Title: APPARATUS INTEGRATED
WITH CERAMIC BUSHING
FOR MANUFACTURING
MINERAL/BASALT FIBERS
Appl. No.: 09/685,204
Filing Date: 10/10/2000
Patent No. 6,647,747
Issue Date: 11/18/2003
Examiner: Hoffman, John M.
Art Unit: 1731
Confirmation Number: 4322

Declaration

I Fridtjof Botvid Falck hereby declare the following:

I represented BlackBull AS(BB), a Norwegian based company on the 29th October 2007 as the Chairman of The Board (CoB) and the majority Shareholder. The purpose of the meeting was to discuss establishment of a US sub company and to negotiate a cooperation with Dr. Vladimir Brik to perform R&D for BB to produce basalt fiber using new technology. Pentagon Holding AS (PH) had the rights to Dr. Briks US Patent 6,647,747 B1 (The Patent). As a result of the negotiation The Patent was transferred from Dr. Brik to BB according to the contract in attachment A. By the contract, (please see attachment A, §10), BB took the responsibility of paying for the maintenance fee. In addition this payment was ordered to be appointed to BBs Calender on its server. At this point Blackbull was a startup company that had not employed a management or had all routines established. The order was given to the secretary Heidi Pedersen on the 30th October 2007. This activity was not registered into BBs server. The management did not receive the order to execute the payment.

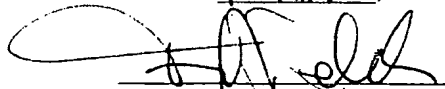
As part of a restructure of BB the company changed name to ReforceTech AS (RFT). In the process of mapping RFTs Intellectual property, the management of RFT recently learned that

US Patent 6,647,747 B1 has expired due to failure of paying maintenance fee of \$490,- USD. It has never been my intention to not pay the fee. I signed a written commitment and planned to pay the maintenance fee. I executed that order to BB through BBs secretary. That order was unfortunately not executed and the appointment for the payment was never registered to the RFTs server.

Please find fees and surcharges included with the main form SB/65. I would highly appreciate your efforts in assisting me in reinstating this patent which is a corner stone for our roll-out plan of basalt reinforced concrete solutions in USA and other countries in the world.

I hereby declare that all statements made herein, unless otherwise indicated, are of my own knowledge and are true, and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements can jeopardize the validity of any patent issuing from the captioned application or claiming the benefit of its priority.

Dated: 9th MAY, 2011



Fridtjof Botvold Falck
CoB / Majority Shareholder, ReforceTech Limited
30. April.2011, Oslo, Norway

MASTER AGREEMENT

THIS AGREEMENT made and entered into as of the 29th day of October, 2007, between BLACKBULL AS, a Norwegian company, hereinafter referred to as "BAS" and PENTAGON HOLDING AS, a Norwegian company, hereinafter referred to as "Pentagon":

WITNESSETH:

WHEREAS, BAS and Pentagon have developed a business strategy to form a United States company to be known as BlackBull Industries, Inc. (hereinafter referred to as "BBI");

WHEREAS, the purpose of forming BBI is to have a United States corporation to commercialize and handle all matters regarding research and development, licensing, production, marketing and sales of basalt fiber reinforcing product ("BFRP") and other basalt fiber products ("Fiber") in the United States market;

WHEREAS, BBI will form two United States subsidiaries, BlackBull Fiber, Inc., hereinafter referred to as "BBF", and BlackBull Products, Inc., hereinafter referred to as "BBP"; and

WHEREAS, BBP will be responsible for all activities related to BFRP and BBF will be responsible for all activities related to Fiber;

WHEREAS, BAS has developed extensive knowledge regarding fabrication and supply in advanced uses for noncorrosive concrete reinforcement based on basalt fibers and has further developed a high-speed fabrication method for certain types of basalt reinforcement and has further developed an online surface treatment;

WHEREAS, Pentagon has developed knowledge in the basalt fiber and reinforcement fields and has taken preliminary steps to establish United States research, development and testing contracts related to BBI and has taken steps, jointly with BAS, to prepare for the establishment of BBI as a United States corporation;

WHEREAS, Pentagon has a contract with ~~Basalt International Corp.~~ (hereinafter referred to as "**BIC**") concerning the establishment of a ceramic bushing laboratory facility and a pilot plant to be established in the United States with both the laboratory facility and the pilot plant being based on the technology described in the Patents as defined below;

WHEREAS, the contract with **BIC** further provides an assignment to BAS of all of BIC's right, title and interest in (i) Patent No. US 6,647,747 B1, with date of patent Nov. 18, 2003, and Appl. No. 09/685,204, filed Oct. 10, 2000 in the United States, and (ii) to Alex V. Brik's description - pending patent application number 11/395,582, filed Mar. 30, 2006, with Publication No. US 2006/0218972 A1, Publication Date Oct. 5, 2006, filed in the United States, which patent and patent application are hereinafter jointly referred to as the "Patents";

WHEREAS, the assignment of the Patents to BAS is conditioned upon providing BIC an option to acquire equity interests in BBF and BBP, as provided below, and the reassignment of all rights to use the Patents in the United States to BBI;

WHEREAS, Pentagon has also negotiated an agreement with Dr. Venkataswamy Ramakrishnan (hereinafter referred to as "Dr. Rama") and with Dr. Anil K. Patnaik (hereinafter referred to as "Dr. Patnaik") for the conducting of the necessary testing, research and development in order to test BFRP and other Fiber products; and

WHEREAS, Dr. Patnaik and Dr. Rama are to conduct such research and development and testing on BFRP as may be necessary to obtain an ACT code (design guide) for BFRP;

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein, the parties hereto agree as follows:

1. The parties agree to establish BBI, BBF and BBP as Delaware corporations in the United States. BBI, BBF and BBP shall have Articles of Incorporation and By-Laws as have previously been reviewed and approved by BAS and Pentagon.
2. The initial ownership of BBI shall take the form of 1,000 common shares to be issued. The number of shares to be issued shall be as follows: BAS - 630; Pentagon - 340; Dr. Patnaik - 10; Dr. Rama - 10; and BHL Capital Corporation - 10. BBI and its shareholders shall adopt a BBI Shareholder Agreement substantially in the form of attached Exhibit A.
3. BAS agrees to invest initial capital into BBI of One Million Norwegian kroner. This capital payment shall be made no later than October 31, 2007. BBI shall, in turn, invest all of such capital in BBF or BBP or a combination of the two, at BBI's discretion.
4. Pentagon shall receive its shares in return for the assignment to BAS of its contract for research, development and testing of BFRP with Dr. Rama and Dr. Patnaik. This contract is attached as Exhibit B. BAS shall assume all rights and obligations of Pentagon under the contract between Pentagon and Dr. Rama and Dr. Patnaik. BAS will reassign this contract to BBI. Further for its shares in BBI, Pentagon shall assign to BAS all of its rights under the contract dated as of Oct. 10, 2007, between Pentagon and BIC which includes the assignment of all the rights relating to the Patents. A copy of this contract is attached as Exhibit G. BAS shall assume all of the rights and obligations of Pentagon under the contract with BIC. Pentagon shall be entitled to receive reimbursement from BBI for its actual expenses involved in establishing BBI.
5. BIC shall have the right to acquire equity interests in BBF and BBP in accordance with the terms of the Oct. 10 2007, contract between Pentagon and BIC. Under the terms of such agreement, BIC agrees to assign to BAS all of its right, title and interest in and to the Patents in return for the options to acquire up to a 20% interest in BBP and BBF, depending upon meeting certain performance standards.

6. BAS agrees to assign to BBI all rights to use the Patents in the United States. This assignment shall grant to BBI an exclusive right to use the Patents in the United States. BAS shall also assign to BBI exclusive rights to use in the United States the patents described in attached Exhibit C (the "BAS Patents"). In turn, BBI shall grant to BBI and BBP a right to use the Patents and the BAS Patents in the United States.

7. BAS and Pentagon agree that any further funding needed by BBI shall be provided by BAS and Pentagon with BAS contributing 64% and Pentagon 36% of additional financing. Such financing may be in the form of bank loans guaranteed, as needed, by BAS and Pentagon in the above percentages or by direct loans from BBI and Pentagon in the above percentages or by the purchase by BAS and Pentagon of preferred stock to be issued by BBI. In the event that either BAS or Pentagon fails to provide its appropriate percentage of additional financing for BBI, the other party may make up the financing shortfall in the form of a capital contribution equal to the defaulting party's share of the proposed financing. In the event of such a capital contribution, additional shares of BBI shall be issued to the contributing party based upon a total equity value of BBI of \$4,000,000 USD plus the book value of BBI at the time of the contribution. BAS and Pentagon shall agree on the amount and timing of any additional financing to be provided for BBI. BBI in turn shall provide financing as needed to BBP and BBF. The need for such financing shall be determined by the appropriate board.

8. The initial objective of BBI is to arrange a laboratory and testing facility. Later a pilot plant and finally a large-scale production plan for basalt fiber / hybrid basalt fiber production based upon the Patents shall be established. Further, BBI and its subsidiaries, BBP and BBF, shall be the corporate entity to commercialize the BFRP and other Fiber products and to handle all matters regarding the sale of BFRP and other Fiber products in the United States marketing including research, development, production, marketing and sales. BAS shall retain rights related to the Patents and the BAS Patents for all non-United States marketing, sales and production.

9. If the parties determine that a joint sales and marketing company for the marketing of BFRP and other Fiber products is appropriate, the ownership structure shall be the same as for BBI unless otherwise mutually agreed. BBI shall use its best efforts to achieve the following immediate short-term target – obtaining an ACI code (design guide) valid for BFRP similar to a ACI committee. The details regarding the process and standards to obtain such code are attached hereto as Exhibit D.

10. The Patents are described more fully in attached Exhibit E. As provided in the contract between Pentagon and BIC, BAS and Pentagon shall be satisfied that the Patents are: (i) properly owned and controlled by Alex V. Brik and BIC and Alex V. Brik and BIC have full authority to transfer the Patents to BAS; and (ii) BIC shall further establish to the reasonable satisfaction to the BAS and Pentagon that it has binding agreements with Vladimir B. Brik and Alex V. Brik to make the services of Vladimir and Alex Brik available to BAS on an as needed basis up to full time. To the extent assistance is needed from Vladimir or Alex Brik in connection with the establishment of the United States patent rights for Patents, such services shall be provided without further compensation, except for the compensation set forth in the contract between Pentagon and BIC. To the extent BAS shall desire to utilize the Patents outside the

United States, Alex V. Brik and BAS shall mutually negotiate an appropriate compensation for both BIC and Alex V. Brik related to BAS' use of the Patents outside of the United States, where the patents are registered. Neither party shall utilize the patents outside the United States without the consent of the other party. BAS shall after execution of this agreement, cover all further patent-related costs exclusive of the services of Alex or Vladimir Brik in pursuing and perfecting United States recognition and registration of the Patents.

11. BAS agrees to pay to Pentagon the sum of 6 million Norwegian kroner provided the following milestones shall have been achieved:

- a. The full ownership of the United States rights to the Patents shall have been transferred to BAS; and
- b. The contract with Dr. Ramn and Dr. Patnaik shall have been fully transferred to and assumed by BBI.
- c. BAS has successfully completed emission MNOK 20, tentatively before 31.12.07.
- d. Until the 6 million Norwegian kroner is fully paid, BAS will advance any payment of Pentagon share regarding funding of the US company exceeding one million Norwegian kroner, ref. item #3.
- e. Independent of the emission, the payment of the 6 million Norwegian kroner shall be paid to Pentagon no later than 01.03.08.
- f. The exclusive patents and rights covered by this agreement remains Pentagons property until it is fully paid for according to item #11e.

Further, once an ACI code (design guide) or similar testing verification has been completed for BFRP, BAS shall pay to Pentagon an additional 3 million Norwegian kroner. It is the intention of the parties hereto that BBI shall undertake such activities as may be necessary to obtain that the ACI code (design guide) described above no later than March 01, 2011. Beyond this date this compensation will no longer be applicable.

12. This Agreement is made for the benefit of the parties hereto. Neither party may assign this Agreement, or any part thereof, or delegate any duty or obligation imposed by this Agreement without the express written consent of the other party hereto, which consent will not be unreasonably withheld, conditioned or delayed; provided either party may assign this agreement to a wholly-owned United States subsidiary but no such assignment shall relieve a party of its obligations hereunder.

13. If any term, restriction, or covenant of this Agreement is deemed illegal or unenforceable, all other terms, restrictions and covenants hereof shall remain unaffected to the extent permitted by law. No waiver of any provision of this Agreement shall be deemed to be a

waiver of subsequent performance of the same provision of this Agreement or a waiver of any other provision of this Agreement.

14. Any notices or other communications required or permitted hereunder to any party hereto shall be sufficiently given when delivered in person, or when sent by certified or registered mail, postage prepaid, or one business day after dispatch of such notice with an overnight delivery service, or when sent by facsimile machine if an answer back is received by the sender, in each case addressed as set forth in Exhibit F.

15. All of the covenants and agreements contained herein shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

16. Miscellaneous Provisions.

- a. Governing Law; Venue. This Agreement and all obligations created hereunder or required to be created hereby shall be governed by and construed and enforced in accordance with the laws of the State of South Dakota. Any action or proceeding brought by the parties in connection with this Agreement shall be brought only in a court of the State of South Dakota or, at the parties' option, the U.S. District Court for the District of South Dakota. The parties expressly submit and consent in advance to such jurisdiction. The parties waive any objection based upon lack of personal jurisdiction, improper venue or forum non conveniens. Nothing in this Agreement shall be deemed to operate to preclude the parties from bringing suit or taking other legal action in any other court or jurisdiction.
- b. Interpretation. Unless the context otherwise requires, all words in this Agreement in the singular number shall extend to and include the plural, all words in the plural number shall extend to and include the singular, and all words used in any gender shall extend to and include all genders.
- c. Execution of Additional Documents. All parties hereto agree to execute any and all additional documents necessary to effectuate the terms and conditions of this Agreement.
- d. Entire Agreement. This instrument contains the entire agreement between the parties hereto and supersedes any and all prior understandings, representations, warranties or agreements, whether written or oral.
- e. Expenses. Each party hereto shall pay its own expenses, including without limitation accounting and attorneys' fees, in connection with this Agreement, whether or not consummated.
- f. Further Assurances. Each party hereby agrees to execute and deliver any agreement, document or instrument and to take or cause to be taken any

further action which the other may request in order to more fully give effect to the transactions contemplated hereby.

17. Neither party shall make any public announcement or statement with regard to this Agreement or any transactions contemplated hereunder without the approval of the other party, unless required by applicable law. Any press release issued in connection with this transaction shall be approved by each of the parties prior to its distribution.


[Handwritten signatures]

18. Each party warrants to the other that it is fully authorized to enter into this contract.

BLACKBULL AS

By

Its

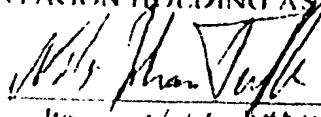


EIRIKUR TACK

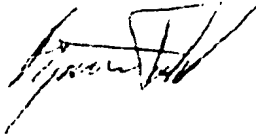
PENTACON HOLDING AS

By

Its



WILL-ANN TUI TE



Eirikur Tack

